

Hosts-Un Limited - Supplementary terms for the supply of Internet Services (Supplement B)

1. PROVISION OF SERVICES

- 1.1 The Services set out in this Supplement shall be supplied by Hosts-Un Limited to the Customer on the terms and conditions set out in Hosts-Un Limited's Master Terms and the terms and conditions of this Supplement. All definitions set out in the Master Terms shall, unless otherwise specified below, have the same meaning when used in this Supplement.
- 1.2 The Service Schedules B1, B2 and B3 attached to his Supplement each cover specific Internet Services. The **'Internet Services'** comprise any or all of the EFM Services (B1), Leased Line, Metro Ethernet and WAN Services (B2) and/or Broadband Services (B3) as set out in the Order and described in the attached Service Schedules.
- 1.3 This Agreement will be deemed effective on the Commencement Date set out on the Order and shall run for the Minimum Term as set out in the Order and for successive Additional Terms thereafter until terminated by either party according to the provisions of clause 11 of the Master Terms and clause 1.5 of this Supplement. For the purposes of this Supplement, the **'Minimum Notice Period'** means the minimum number of days' notice required to terminate this Agreement, as set out on the Order.
- 1.4 For the avoidance of doubt, if any additional Order for Internet Services is raised subsequent to the issuance of the initial Order, a new Minimum Term shall arise in respect of the services covered by the additional Order.
- 1.5 In addition to the provisions of clause 11 of the Master Terms, this Agreement may also be terminated:
- (a) By either party, by giving the other party not less than the Minimum Notice Period in writing to terminate the Agreement on the last day of the Minimum Term or any Additional Term;
 - (b) By the Customer, by giving thirty days' notice in writing to Hosts-Un Limited to terminate the Agreement if Hosts-Un Limited makes changes to the terms of this Agreement which are materially disadvantageous to the Customer (save for any increases in the Charges) PROVIDED THAT notice is given by the Customer to Hosts-Un Limited within fourteen days of the effective date of the change(s).
- 1.6 In general, invoices for set-up or installation will be raised by Hosts-Un Limited immediately following the Commencement Date, invoices for fixed periodic charges shall be raised in advance of the relevant period and invoices for all variable charges during the relevant period shall be raised in arrears. The invoicing period is set out in the Order.
- 1.7 The Customer agrees that the Customer shall be liable for cancellation Charges, which shall be paid by way of liquidated damages in the event that:
- (a) The Customer terminates this Agreement at convenience prior to the end of the Minimum Term or any Additional Term other than in accordance with the Minimum Notice Period, or Hosts-Un Limited terminates this Agreement prior to the end of the Minimum Term or any Additional Term by reason of the Customer's un-remedied breach of the terms of this Agreement, whereupon the Customer shall be liable for the:
 - (i) Payment of all outstanding set up charges, including the repayment of any discount that may have been applied; and
 - (ii) Payment of all Charges for the relevant Internet Services due up to the end of the Minimum Term or the then-current Additional Term, as appropriate; and
 - (iii) Payment of any cancellation Charges set out in the Tariff;
 - (b) The Customer terminates this Agreement at convenience prior to the Service Live Date, whereupon the Customer shall be liable for all set-up costs and cancellation costs incurred by Hosts-Un Limited up to the date that Hosts-Un Limited received notice of the Customer's intention to terminate.

SERVICE SCHEDULE B1

EFM SERVICES

This is a Service Schedule as defined in the Master Terms. Where the Services set out in this Service Schedule form part of the Services to be supplied under the Agreement, this Service Schedule forms part of the Agreement. In this Service Schedule, references to clauses are to clauses of the Master Terms, and references to paragraphs are to the paragraphs of this Service Schedule.

1. EFM - SERVICE SCOPE AND DESCRIPTION

- 1.1 The Company grants to the Customer the right for so long as the Agreement remains in force to use the Connection for access to the global internet via the Company Network, including the use of one or more CPEs installed at the Customer Premises.
- 1.2 The Customer acknowledges that the Company will require the provision of appropriate space at the Customer Premises for the location of one or more CPEs, including an appropriate, reliable power supply, as well as a location providing suitable environmental conditions which meets the Company's requirements.

2. CUSTOMER'S OBLIGATIONS AND ACKNOWLEDGMENTS IN RESPECT OF THE CONNECTION

- 2.1 The Customer agrees that it will provide the Company with details of any room at the Customer Premises and the location within said room at which CPEs are to be installed where that level of specificity is reasonably required by the Company. Any change to these details following the Commencement Date may result in additional fees at the Company's prevailing rates from time to time for which the Customer will be solely liable.
- 2.2 The Customer acknowledges and agrees that should any location designated for installation of CPEs not be in a suitable condition at the time of installation as required by the Company and any relevant third parties, or unavailable for access by said parties at the time of installation, then the Customer may be liable to pay for additional site visits and installation costs.
- 2.3 The Customer acknowledges and agrees that the line speeds achieved may vary dependent on the distance of the Customer Premises from the local telephone exchange, and/or the quality of the copper circuit and other connections both along the route from the exchange to the Customer Premises, and also within such premises. This means that the Customer broadband connection may not achieve the line speeds that have been contracted for, which are a maximum theoretical data rate.

3. THE COMPANY'S OBLIGATIONS IN RESPECT OF THE CONNECTION

- 3.1 The Company will provide the Customer with the following Equipment and Services:
 - (a) the appropriate circuit from the Customer Premises with termination as appropriate, which may be supplied via any UK-licensed Public Telecommunications Operator (PTO) as registered with Ofcom (or any equivalent regulatory body) and appointed by the Company; and
 - (b) one or more appropriate CPEs to allow use of the Connection with any existing or proposed Customer network, which will remain at all times the property of the Company and/or any third party PTO involved in the provision of the Connection.

4. IP TRANSIT

4.1 IP transit (bandwidth) is provided at line speeds of up to a theoretical maximum, which is dependent on line distance from the local telephone exchange to which the Customer Premises are connected, and the quality of the physical copper circuits installed at the Customer Premises. Bandwidth is provided on the following basis:

<u>Service</u>	<u>Maximum potential line speed</u>
EFM5:	5.6Mb/s
EFM10:	11.2Mb/s
National EFM	1Mb/s – 1Gb/s

and subject to the pricing set out within the Order.

4.2 Technical support services will be provided via telephone and email on a 24x7 basis for any and all issues related to the provision of the Connection and related services.

4.3 The line speed indicated on the Order is indicative of the maximum data rates theoretically possible using the technology and service installed.

4.4 EFM services are provided using copper wire technology. The exact data rate available on the Connection will be provided subject to the quality of the physical connectivity into and within the Customer Premises.

4.5 For the EFM Metro and Corporate services, the Company will monitor the IP network interface to the Customer Equipment if provided with suitable access through firewalls or other devices. The service levels provided for IP transit or other network services as described will only be adhered to if suitable monitoring is possible. If the Customer firewalls the Company's monitoring tools, the Customer is explicitly relinquishing the rights to the relevant service levels.

4.6 The Company will use reasonable endeavours to deliver the Connection within thirty (30) Working Days of receipt of the signed Order.

4.7 Without limiting the generality of clause 10 of the Master Terms, in no circumstances shall the Company have any greater liability to the Customer than that of the carrier for the particular service, regardless of whether the liability of the carrier arises under a contract with the Company, the Customer, or any of its own customers.

5. SERVICE LEVELS

5.1 The Company will use its reasonable endeavours to deliver the following Response Times in respect of Events as classified in the table in paragraph 5.2 below. Fix times are dependent on the carrier for the particular service.

5.2 Incident Response Times

<u>Event Type</u>	<u>Service Hours</u>	<u>Response Time</u>
Critical	Working Hours (Issue must be notified by telephone)	Within 30 minutes measured during Working Hours

Impacting Service	Working Hours (Issue must be notified by telephone)	Within 30 minutes measured during Working Hours
Routine	Working Hours	Within 30 minutes measured during Working Hours

6. PLANNED MAINTENANCE

- 6.1 Where the Company considers (in its sole discretion) that it is necessary to carry out maintenance activities that will affect or can reasonably be expected to affect the Customer's operations, the Company shall notify the Customer at least 48 hours in advance of the commencement of the works detailing the nature of the work to be carried out and the timetable for completion of the works. These works will be carried out in accordance with the Company's standard procedures, which are available upon request by the Customer. In the case of a Force Majeure event or an emergency, no advance notice is required.

SERVICE SCHEDULE B2

LEASED LINE, METRO ETHERNET AND WAN SERVICES

This is a Service Schedule as defined in the Master Terms. Where the Services set out in this Service Schedule form part of the Services to be supplied under the Agreement, this Service Schedule forms part of the Agreement. In this Service Schedule, references to clauses are to clauses of the Master Terms, and references to paragraphs are to the paragraphs of this Service Schedule.

1. ADDITIONAL DEFINITIONS

1.1 In this Service Schedule the following words and expressions shall have the following meanings:

"WAN" – Wide Area Network, meaning a network of fixed or leased lines to provide connectivity between two or more, geographically diverse sites to one another;

"QoS" – Quality of Service, meaning any method available to provide packet prioritisation in order to ensure traffic of certain pre-determined types are preferred and provided as a priority on the network over other types;

"MPLS" – Multi-Protocol Labelled Service, meaning a WAN service which may allow the use of packet markers at Layer 3 (as defined in the OSI or Open Systems Interconnection network model) to provide QoS and packet prioritisation.

2. LEASED LINE, ETHERNET AND WAN - SERVICE SCOPE AND DESCRIPTION

2.1 The Company grants to the Customer the right for so long as the Contract remains in force to use the Leased line, Metro Ethernet, or WAN services (formed by one or more Connections, and hereafter called the Network) for access to the global internet or for private network or WAN services via the Company Network, including the use of one or more CPEs installed at the Customer Premises and/or Company Datacentres.

2.2 The Company will require the supply of appropriate space at the Customer Premises for the location of one or more CPEs, including an appropriate, reliable power supply, as well as a location providing suitable environmental conditions which meets the Company's requirements.

3. CUSTOMER'S OBLIGATIONS IN RESPECT OF THE NETWORK

3.1 The Customer warrants and undertakes to the Company that:

- (a) the CPE and other associated components of the Network at the Customer Premises are, and will be for so long as the Agreement is in effect, kept in a suitable location and treated with due care, in accordance with good industry practice and the Master Terms; and
- (b) it will ensure that the use of the Network will comply with any reasonable written requirements notified to it by the Company so that same do not adversely affect any other Networks or the use of the Company Network by the Company or any third party.

3.2 The Customer agrees that it will provide the Company with details of any room at the Customer Premises and the location within said room in which Equipment is to be installed where that level of specificity is reasonably required by the Company. Any change to these details following the Commencement Date may result in additional fees at the Company's prevailing rates from time to time for which the Customer will be solely liable.

3.3 The Customer acknowledges and agrees that should any location designated for installation of Equipment not be in a suitable condition at the time of installation as required by the Company and any relevant third parties, or unavailable for access by said parties at the time of installation, then the Customer may be liable to pay for additional site visits and installation costs.

3.4 All lead times and installation dates are provided in good faith and subject to wayleaves being granted by all responsible parties. Should these not be made available by the Customer in a timely fashion, then this may impact the delivery date of the service and may render the Customer liable for extra costs.

4. THE COMPANY'S OBLIGATIONS IN RESPECT OF THE NETWORK

4.1 The Company will provide the Customer with the following services:

- (a) the appropriate circuit from the Customer Premises with either X21, G.703 or Ethernet termination as appropriate, which may be supplied by any UK-licensed Public Telecommunications Operator (PTO) as registered with Ofcom (or any equivalent regulatory body) and appointed by the Company;
- (b) one or more appropriate CPEs to allow use of the Network with any existing or proposed Customer network. Such CPEs will remain at all times the property of the Company and/or any third party PTO involved in the provision of the Network;
- (c) IP transit (bandwidth), provided either on a Flexible basis, capped and billed at the agreed contracted (committed) rate per Mb (Megabits) per second, or on a Burstable basis, where bandwidth is charged in GB (Gigabytes) transferred per calendar month all as set out in the Order. This Burstable bandwidth will be billed at the agreed pro-rata value for the additional usage. The Company shall be entitled to charge the Customer on a Burstable basis for additional bandwidth supplied to the Customer at its request beyond that contracted on a Flexible basis, where this additional bandwidth was not agreed with the Company beforehand. The Customer may also request the Company at any time to cap the bandwidth usage to the agreed rate; and
- (d) technical support services via telephone and email on a 24x7 basis for any and all issues related to the provision of the Network and related services.

4.2 The Company will monitor the IP network interface to the Customer Equipment if provided with suitable access through firewalls or other devices. The service levels as described will only be adhered to if suitable monitoring is possible. If the Customer firewalls the Company's monitoring tools, the Customer is explicitly relinquishing the rights to the relevant service levels.

4.3 Lead times vary by carrier and will be indicated on the Order.

The Customer acknowledges and agrees that any lead times indicated on the Order are target completion dates for handover and may vary where there are physical or operational constraints including additional civil construction work required to complete the installation of the Network.

4.4 Without limiting the generality of clause 10 of the Master Terms, in no circumstances shall the Company have any greater liability to the Customer than that of the carrier for the particular service, regardless of whether the liability of the carrier arises under a contract with the Company, the Customer, or any of its own customers.

5. SERVICE LEVELS

5.1 The Company will use its reasonable endeavours to adhere to the following Response Times in respect of Events as classified in the table in paragraph 5.2 below. Fix times are dependent on the carrier for the particular service.

5.2 Incident Response Times

<u>Event Type</u>	<u>Service Hours</u>	<u>Response Time</u>
Critical	Working Hours (Issue must be notified by telephone)	Within 30 minutes measured during Working Hours
Impacting Service	Working Hours (Issue must be notified by telephone)	Within 30 minutes measured during Working Hours
Routine	Working Hours	Within 30 minutes measured during Working Hours

6. PLANNED MAINTENANCE

6.1 Where the Company considers (in its sole discretion) that it is necessary to carry out maintenance activities that will affect or can reasonably be expected to affect the Customer's operations, the Company shall notify the Customer at least 48 hours in advance of the commencement of the works detailing the nature of the work to be carried out and the timetable for completion of the works. These works will be carried out in accordance with the Company's standard procedures, which are available upon request by the Customer. In the case of a Force Majeure event or an emergency, no advance notice is required.

SERVICE SCHEDULE B3

BROADBAND SERVICES

This is a Service Schedule as defined in the Master Terms. Where the Services set out in this Service Schedule form part of the Services to be supplied under the Agreement, this Service Schedule forms part of the Agreement. In this Service Schedule, references to clauses are to clauses of the Master Terms, and references to paragraphs are to the paragraphs of this Service Schedule.

1. ADDITIONAL DEFINITIONS

In this Service Schedule the following words and expressions shall have the following meanings:

- 1.1 **“Broadband”** – Includes both **ADSL** and **FTTC** (Fibre to the Cabinet) services.

2. RIGHT TO USE BROADBAND SERVICES

- 2.1 The Company grants to the Customer the right for so long as the Agreement remains in force to use the Broadband Services.

3. THE COMPANY'S OBLIGATIONS IN RESPECT OF THE BROADBAND SERVICES

- 3.1 The Company filters all in-bound port 25 (SMTP) connections on Broadband by default to prevent customer mail servers that do not have their own anti-relaying defences being used to send Spam (unsolicited bulk email) unless otherwise confirmed in the Order. This port 25 block does not affect email from the Company servers and only applies if the Customer wishes to run their own primary MX (mail server).

4. CUSTOMER ACKNOWLEDGEMENTS

- 4.1 The Customer acknowledges and agrees that the line speeds achieved may vary dependent on the distance of the Customer Premises from the local telephone exchange, and/or the quality of the copper circuit and other connections both along the route from the exchange to the Customer Premises, and also within such premises. This means that the Customer broadband connection may not achieve the line speeds that have been contracted for, which are a maximum theoretical data rate.
- 4.2 The Customer acknowledges and agrees that where hardware kit is ordered, courier of hardware will only take place once payment has been received for such in accordance with Clause 5. Subsequent to initial setup, router configuration changes will attract charges at the Company's prevailing rate from time to time, or otherwise as set out within the Order Form.
- 4.3 The Customer acknowledges that the Broadband Services will be maintained by the Company only if the Customer maintains the BT telephone line on which Broadband is provided. The Company will not be held responsible for the cessation of service if the Customer's BT telephone line is temporarily or permanently cut by the Customer or by BT. In such event, the Customer will remain liable for paying the full Broadband service charges for the service, together with any re-connection fees.
- 4.4 The Customer acknowledges and agrees that where installation criteria has been agreed by the parties and not met on delivery (for example access to site by engineers, power socket adjacent to the relevant phone line,

confirmation that the assigned phone line does not have any incompatible services on the line), abortive installation charges may be applied by the Company.

- 4.5 The Customer acknowledges that if they have any security system connected to the same telephone line that the Broadband has been installed on, they should ensure that this has been tested by their security service company after installation of the Company Broadband service, and/or that a suitable Broadband splitter is applied to the line connection into the security system.
- 4.6 Migration away from the Company to another network provider or ISP will incur no fee from the Company whatsoever. Where a line ceases (the complete termination of the Broadband service on the current BT telephone line), however, this will incur a fee corresponding to the prevailing BT wholesale rate.
- 4.7 If the Customer selects the Broadband SLA option, pro-active line monitoring will only be maintained if the Customer keeps its CPE router active on a 24x7 basis. The Customer shall ensure that the SMS number the Company has for the alerts is active and current in order for the relevant alerts to be received. Faults that necessitate an engineer's visit require that the Customer provides site access on a 24x7 basis in order for the relevant service levels to apply.

5. SERVICE LEVELS

- 5.1 For any Broadband line faults, the Company provides a target resolution time of 48 clock hours (where the fault is sitting with the Company's support team and does not require further information or input from the Customer, measured only during Working Hours on Working Days).
- 5.2 If the Customer selects the Broadband SLA option, the Company will provide customer service and support on a 24x7 basis, and respond to telephone, email or fax queries within 30 minutes of a query or fault being raised. Should the query involve a fault with the service, the Company will provide a target resolution time of 24 clock hours (where the fault is sitting with the Company's support team and does not require further information or input from the Customer, measured on a 24x7 basis).